national**grid**

August 25, 2006

VIA HAND DELIVERY & ELECTRONIC MAIL

Ms. Debra A. Howland Executive Director and Secretary New Hampshire Public Utilities Commission 21 South Fruit Street, Suite 10 Concord, NH 03301-2429

Re: <u>DM 05-172</u>; Responses of Granite State Electric Company d/b/a National Grid to Staff's 6th Set of Data Requests (Topic 5)

Dear Ms. Howland:

I am enclosing for filing the responses of Granite State Electric Company d/b/a National Grid to Staff's sixth set of data requests in the above-captioned proceeding. I have also submitted these responses electronically to the email list in this proceeding. Please note that National Grid submitted its objection to Request 6-6 to Staff Attorney Lynn Fabrizio on July 31, 2006 via electronic mail and is therefore not providing a response to Request 6-6.

Please feel free to contact me at (508) 389-3243 with any questions.

Very truly yours,

Alexandra E. Blackmore

Alexandra E. Blackmore

enclosures

cc: Kenneth Traum

Donald Pfundstein, Esq.

Service List (via electronic mail)

Request 6-1

Request:

Electrics & VZ - Provide copies of any pole attachment application forms used by your company, as well as examples of form letters, license forms and other processing documents used by your company and a prospective Third Party Attacher regarding survey responses and make ready work (either sample or redacted actual) not already provided under Staff 1-22 and Staff 4-6.

Response:

National Grid's forms are included in Appendix III to the Aerial License Agreements signed by a prospective Third Party Attacher. A copy of Appendix III is attached as Attachment 6-1

APPENDIX III ADMINISTRATIVE FORMS AND NOTICES Index of Administrative Forms

APPLICATION FOR POLE ATTACHMENT LICENSE / POLE ATTACHMENT LICENSE	A-1
POLE DETAILS	A-2
APPLICATION FOR OVERLASH APPROVAL /OVERLASH APPROVAL	A-3
OVERLASH DETAILS	A-4
ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY	B-1
MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK	B-2
ITEMIZED MAKE-READY WORK	С
NOTIFICATION OF DISCONTINUANCE OF USE OF POLES	D
BOND	E
IDENTIFICATION TAGS	F

Agreement Number Application Number	Form A-1
APPLICATION	ON FOR POLE ATTACHMENT LICENSE
DATE	
LICENSEE	
Street Address	
City, State, Zip Code	
Attachments	
Signature	*-
Title	
Telephone Number	
Pole Attachment License Number described in this application as Attachments	DLE ATTACHMENT LICENSE er is hereby granted to make the attachments Attachments to JO poles and to SO poles located as indicated on the attached Form A-2.
LICENSOR	
By (Print Name)	
Signature	
Title	
Telephone Number	

- NOTES:

 1. Applications shall be submitted to Licensor.

 2. Applications to be numbered in ascending order by municipality.

 3. Licensor will process in order of application numbers assigned by Licensee.

LICENSEE _____

By (Print Name)

Telephone Number

Agreement Number Request Number	Form A-3
	TION FOR OVERLASH APPROVAL
DATE	
LICENSEE	
Street Address	
City, State, Zip Code	
Overlash Att	the Aerial License Agreement between us, dated, request for approval is hereby made to achments to JO poles and Attachments to SO of, as indicated on the st will be designated Application for Overlash Approval Number
LICENSEE	
By (Print Name)	
Signature	
Title	
Telephone Number	
Overlash Approval Number and Attachr	overlash Attachments as described in this request (Application for Attachments to JO poles ments to SO poles located in the municipality of, as indicated on the attached Form A-4.
DATE	
LICENSOR	
By (Print Name)	
Signature	
Title	
Telephone Number	

NOTES:

1. Individual requests to be numbered in ascending sequential order by Licensee for each Licensee agreement.

2. Licensor will process requests in sequential order according to the request numbers assigned by Licensee.

Agreement Number Request Number	Form A-4
, 	ERLASH DETAILS
LICENSEE	
Municipality where attachments are loc	ated
Pole Nos. Location ¹	Attachment Description Existing Supporting Member:
	Description:
**************************************	Diameter: inches Weight: lbs. / ft. RBS: lbs. NESC Heavy Tension: lbs.²
	Each Existing Supported Member:
	Diameter: inches Weight: lbs. / ft.
	Each Proposed Supported Member:
	Diameter: inches Weight: lbs. / ft.
	(Yes/No) LICENSEE HEREBY REQUESTS LICENSOR TO PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX III FORM C).

By (Print Name)

Title ____

Signature _____

NOTES:

1. Indicate location by providing name of street, highway, route, etc. Private Property poles should be identified as "P.P."

2. Supporting member tension with NESC Heavy Loading Conditions with all supported members, existing and proposed, without overload factors.

Agreement Number Appl. / Request No.		***************************************			Form B-1
	<u>ESTIM</u>	ATE FOR FI	ELD SURVEY		
(Licensee)					
In accordance with the	Aerial Licens	e Agreement #	, date	d	, , , , , , , , , , , , , , , , , , ,
survey covering Applica	tion / Reques	st Number	aes mucu mu abt	ily to con	ipiete a lieid
<u>Total</u>	<u>Poles</u>	Rate / Unit			<u>Total</u>
Field Survey		\$	/ pole	\$	
Fixed Administrative Co	sts	\$	/ application	\$	
TOTAL				\$	
If you wish us to comple an advance payment in	ete the require the amount o	ed field survey, pof \$	please sign this c	opy belov	w and return with
	DATE				
LICE	NSOR				
By (Print	Name)				
Siç	gnature				
	Title				
Telephone N	lumber	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	
The required field surve and the costs therefore	v covering A	oplication / Requ	R FIELD SURV		is authorized
Agreement.	wiii be paid ti	DEICENSON IN ACC	cordance with App	Jenuix I (o cicerise
	DATE		***************************************		
LICI	ENSEE				
By (Print	Name)				
Sig	gnature	······································			
	Title				
Telephone N					

Agreement Number Appl. / Request No.	Form B-2
<u>MA</u>	KE-READY WORK ESTIMATE
(Licensee)	
Field survey work associated wit	h your Application / Request Number dated
The following is a summary of th Work.	th your Application / Request Number dated, for attachment to poles has been completed. e charges which will apply to complete the required Make-Ready
TOTAL MAKE-READY	CHARGES \$
cost estimate of associated Mak	mized description (Form C) of required Make-Ready Work. A e-Ready Work is also attached. If you wish us to complete the ase sign this copy below and return with an advance payment in —.
DATE	·····
LICENSOR	
By (Print Name)	
Signature	
Title	
NAMES OF THE PARTY	ZATION FOR MAKE-READY WORK
authorized and the costs therefore License Agreement.	ed with Application / Request Numberis re will be paid to Licensor in accordance with Appendix I to
DATE	
LICENSEE	
By (Print Name)	
Signature	
Title	MANAGEMENT
Telephone Number	

Agreement Appl. / Red	t Number quest No		Form C
		ITEMIZ	ZED MAKE-READY WORK
	Sheeto	f	Licensee:
Prepared	Ву:		Municipality:
Date Prepar	red:	·····	License Appl. No.:
POLE IN	FORMATION		MAKE-READY WORK REQUIREMENTS
Licensor Pole No.	Loc. (Street)	Qty.	Description of Work
		-	

LICENSEE			
accordance with the terms a	nd conditions of the Agreer	nent dated	
oles, as listed below, in the mo	.,, notice is he unicipality of	reby given that specific Attach , cove	nments t red by
ermit number	were removed on		***************************************
treet ame	Pole <u>Number(s)</u>	Number of Attachments	
otal number of Attachments to umber of Attachments to SO p	o JO poles to be discontinuo	ed is and t	he total
umber of Attachments to SO p	poles to be discontinued is	······································	he total
otal number of Attachments to umber of Attachments to SO p aid permit is to be canceled in DATE	poles to be discontinued is	one).	he total
umber of Attachments to SO paid permit is to be canceled in DATE	ooles to be discontinued is a its entirety/partially (circle	one).	
umber of Attachments to SO paid permit is to be canceled in DATE By (Print Name)	ooles to be discontinued is a its entirety/partially (circle	one).	
umber of Attachments to SO paid permit is to be canceled in DATE By (Print Name) Signature	ooles to be discontinued is not its entirety/partially (circle	one).	
umber of Attachments to SO paid permit is to be canceled in DATE By (Print Name) Signature	ooles to be discontinued is not its entirety/partially (circle	one).	
umber of Attachments to SO paid permit is to be canceled in DATE By (Print Name) Signature	ooles to be discontinued is a fits entirety/partially (circle	one).	
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aid permit is to be canceled in DATE By (Print Name) Signature Title CKNOWLEDGMENT Of See of poles has been disconting	poles to be discontinued is its entirety/partially (circle	one). OF USE OF POLES	
aid permit is to be canceled in DATE By (Print Name) Signature Title CKNOWLEDGMENT OF See of poles has been discontinuation.	poles to be discontinued is its entirety/partially (circle by the body of the	one). OF USE OF POLES	
aid permit is to be canceled in DATE By (Print Name) Signature Title CKNOWLEDGMENT OF See of poles has been discontinuate.	F DISCONTINUANCE	one). OF USE OF POLES	
aid permit is to be canceled in DATE By (Print Name) Signature Title CKNOWLEDGMENT OF se of poles has been discontinuate DATE LICENSOR By (Print Name)	F DISCONTINUANCE	one).	
aid permit is to be canceled in DATE By (Print Name) Signature Title CKNOWLEDGMENT OF See of poles has been disconting DATE LICENSOR By (Print Name) Signature	F DISCONTINUANCE	one).	

Form E (NAME OF INSURANCE COMPANY) BOND

	Bond No.	
KNOW ALL PERSONS BY THESE PRESENT corporation of, locat		_a , as the
Principal and , a c and authorized to do	orporation organized under the laws of business in the State of	
and having its principal office at Surety), as Surety, are held firmly bound unto	, (hereinafter called , hereinafter referred to as Ob to the payment of which sum well and	oligee, in truly be
WHEREAS, the Principal has entered into a ce granted permission to the Principal to make att Appurtenant Facilities including attachments fo customers, to certain poles of the Obligees, loc	, with Obligee, wherein the Obligee h achment of Cables together with the nec r service wires leading from poles to Prin	as essary icipal's
WHEREAS, THE OBLIGEES are willing to per terms and conditions of the aforesaid Agreeme covering the true and faithful performance of sattached hereto for reference.	nt and providing a bond is given by the F	Principal
NOW THEREFOR, THE CONDITION OF THIS well and truly perform and carry out the covenathis obligation shall be void; otherwise it shall re	ants, terms and conditions of said agreen	cipal shall nent, then
The surety may cancel and terminate this Bond Registered Mail to the Obligee, in which event thirty (30) days after said Obligee received sucsaid expiration date, this bond shall remain in funder said agreement prior to the effective date attachments shall have been removed and as the prior to said cancellation date or said expiration	the cancellation and termination shall be h notice, but notwithstanding said cancel ull force and effect as to attachments aut e of cancellation or expiration date until a to any other obligations or responsibilities	effected lation or horized Ill of said
SIGNED, SEALED AND DATED this	day of,	
	(PRINCIPAL)	
	Ву:	
ATTEST:	(SURETY)	
	Ву:	

IDENTIFICATION TAGS

1. GENERAL

This Appendix describes identification tags to be installed and maintained by Licensee on its cables and other apparatus to allow Licensor to readily identify the owner of such cables and apparatus.

2. DESCRIPTION OF IDENTIFICATION TAGS

CAUTION - CUSTOMER OWNED LICENSEE'S NAME

FIGURE 1: Identification Tag

The tags shall be yellow with black lettering. Licensee shall be responsible for maintaining the legibility of identification tags at all times.

The Identification Tag shall be placed on Licensee's facilities including, but not limited to, cables guys, terminals, terminal closures, and cabinets. The Identification Tag shall read as follows: "CAUTION - CUSTOMER OWNED" and Licensee's name. Licensee's name may be printed on the tag using indelible ink.

3. PROCUREMENT OF TAGS

It shall be the responsibility of Licensee to obtain, place, and maintain Identification tags.

4. INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION

When required by Article 5.3, Identification Tags shall be installed at the following locations:

- On cables at each pole, on the bottom of the cable so that it is visible from the ground.
- At anchor and guy locations:
 - Between the device used to secure the strand (i.e., strandvise, guy, grips or clamps) and the eye of the rod, or
 - o If a guy shield is in place, at the top of the guy shield on the strand.
- At terminal locations, at the neck of the terminal.
- At cabinets, on the front of the cabinet.

Request 6-2

Request:

Electrics & VZ – Please provide a copy of all initial inquiries for attachments on jointly or solely owned poles made in the past six months for the following:

- a) CLECs
- b) CATV
- c) Municipalities
- d) Unregulated affiliates
- e) Other private party attachers

Response:

For the six month period ending August 24, 2006:

a) CLECs

National Grid received two initial inquiries for attachments on jointly or solely owned poles from entities identifying themselves as telecommunications service. National Grid does not know whether these entities, segTEL and Rural Economic Development Corporation, are CLECs. Applications for attachments by telecommunications service providers contain competitively sensitive information, including the exact locations and routes of proposed facilities, and therefore National Grid is not supplying copies of these applications. Summary information, including the number of poles and municipalities covered by applications are included in National Grid's responses to Request 6-3.

b) CATV

National Grid received six initial inquiries for attachments on jointly or solely owned poles from one entity, Adelphia Communications, identifying itself as a cable operator. Applications for attachments by cable operators contain competitively sensitive information, including the exact locations and routes of proposed facilities, and therefore National Grid is not supplying copies of these applications. Summary information, including the number of poles and municipalities covered by applications are included in National Grid's responses to Request 6-3.

c) Municipalities

Request 6-2 (continued)

National Grid received no initial inquiries for attachments on jointly or solely owned poles from municipalities.

d) Unregulated affiliates

National Grid received no initial inquiries for attachments on jointly or solely owned poles from unregulated affiliates.

e) Other private party attachers

National Grid received no initial inquiries for attachments on jointly or solely owned poles from other private party attachers.

Request 6-3

Request:

Electrics & VZ - For each initial inquiry in the previous question, provide the following information in tabular format:

- a) The date of the request
- b) the disposition of the request
- c) the date of response to the requesting party
- d) the date the final attachments were completed

Response:

See the attached table identified as Attachment 6-3.

a b, c d

				Date Application Received by		Date attachments
Applicant	Application Number	Municipality	# of Poles	NEJTAG	Disposition of the Application	completed
Telecommunications Se	ervice Providers:					
segTEL	120-Heater-Etna	Lebanon	75	04/11/2006	Field Survey underway since 4/21.	License not yet issued.
•	2005-01-CH	Charlestown	59	05/03/2006	Field Survey underway since 6/29.	License not yet issued.
Cable Operators:						
Adelphia	06-356929	Monroe	3	04/11/2006	Field Survey underway since 5/5.	License not yet issued.
Adelphia	06-05-17-AW-01	Walpoie	1	05/18/2006	Field Survey underway since 7/13.	License not yet issued.
Adelphia	06-06-01-ENF-01	Enfield	1	06/01/2006	Waiting for payment for Field Survey since 6/21.	License not yet issued.
Adelphia	06-07-14-ENF-01	Enfield	7	07/18/2006	Waiting for payment for Field Survey since 8/10,	License not yet Issued.
Adelphia	06-07-17-HAN-02	Hanover	1	07/18/2006	Waiting for payment for Field Survey since 8/10.	License not yet issued.
Adelphia	06-07-20-LEB-02	Lebanon	6	07/18/2006	Waiting for payment for Field Survey since 8/10.	License not yet issued.

Request 6-4

Request:

Electrics & VZ - Describe the manner in which concurrent or overlapping applications for attachment to the same poles by more than one requester are treated.

- a) Are applications handled on a first in/first out basis throughout the survey and makeready process, using the application date?
- b) Are applications re-ordered at any time in the process? If so, please describe what criteria are used to re-order applications.
- c) Describe all approaches that are applied in prioritizing applications from multiple applicants for attachments to the same poles.
- d) For each prioritization procedure identified, describe the measures that are in place to ensure the applications stay in the initial priority assigned.

Response:

a-d) National Grid's process for handling multiple applications for the same poles are included in Appendix II to the Aerial License Agreements signed by a prospective third party attacher. Copies of this Appendix II are attached as Attachment 6-4.

APPENDIX II PROCEDURE FOR PROCESSING MULTIPLE APPLICATIONS

The following procedure shall be used to process applications by multiple licensees to attach to Licensor's poles.

(A) DEFINITIONS

1. Simultaneous Application(s)

Properly completed Application(s) for Pole Attachment License or Application(s) for Overlash Approval for the same pole(s) received by Licensor from different applicants on the same business day.

2. Non-simultaneous Application(s)

Properly completed Application(s) for Pole Attachment License or Application(s) for Overlash Approval for the same pole(s) received by Licensor from different applicants on different business days.

3. Initial Applicant

The applicant filing the Non-simultaneous Application that is first received by Licensor.

4. Additional Applicant

Any applicant filing a Non-simultaneous Application that is received by Licensor after another application has already been received by Licensor.

5. Option 1

Licensor will process the Application for Pole Attachment License or Overlash Application(s) for Overlash Approval of the Initial Applicant as if no other application had been received.

6. Option 2

Licensor will process the Application(s) for Pole Attachment License or Application(s) for Overlash Approval of the Initial and Additional Applicants in accordance with the procedure for Simultaneous Applications.

(B) <u>MULTIPLE LICENSE APPLICATION PROCESSING</u>

Both Simultaneous and Non-simultaneous Applications for the same pole will be processed by Licensor in accordance with the procedures set forth in the attached flow chart.

(C) NON-SIMULTANEOUS APPLICATIONS

(1) For Non-simultaneous Applications, the Initial Applicant will be able to select between Options 1 and 2. The Initial Applicant may delay selection until the required Field Survey has been completed and the estimated cost of Make-Ready Work supplied to the Initial Applicant. Where the Initial Applicant elects to

- delay his selection, he shall notify Licensor of his selection within 15 days after receiving the Make-Ready Work Estimate, otherwise, Licensor will deem the Initial Applicant to have selected Option 1.
- (2) Option 2 will be subject to acceptance by all of the multiple applicants involved. Each Additional Applicant will have 15 days from the date it is advised by Licensor that the Initial Applicant has selected Option 2 to notify Licensor that it accepts or rejects the conditions applicable under Option 2, otherwise, Licensor will deem the Additional Applicant to have canceled its application.
- (3) All work in progress on the Initial Applicant's application involving multiple pole attachments will be suspended by Licensor from the time that the Initial Applicant is offered Options 1 and 2 until he notifies Licensor of the option he elects in accordance with C1 above.

(D) SIMULTANEOUS APPLICATIONS

- (1) The Field Survey required to estimate the cost of required Make-Ready Work, shall include the work necessary to:
 - (a) Issue a license to a single applicant and,
 - (b) Issue licenses simultaneously to the multiple applicants.
- (2) Licensor will consider a Simultaneous Application canceled if the applicant fails to notify Licensor in writing of his acceptance of the estimated cost of Make-Ready Work and make the advance payment within 15 days following his receipt of such estimate from Licensor.
- Within 15 days of their receipt of the estimated cost of the required Make-Ready Work, the applicants must develop a schedule, acceptable to all applicants and Licensor, that defines the order of pole availability for Attachments and an overall completion schedule. If such a schedule cannot be agreed to by all parties within 15 days, Licensor shall complete all Make-Ready Work before issuing licenses to all applicants simultaneously. Any applicant who cannot agree with the provision that Licensor complete all Make-Ready Work before simultaneously granting licenses to all applicants will be deemed by Licensor to have canceled his application.

(E) CHANGES IN APPENDIX

This Appendix may be changed in whole or in part at any time during the terms of this Agreement at the sole option of Licensor upon the giving of not less than 30 days written notice thereof to Licensee and to substitute in place thereof such other provisions as Licensor may deem necessary as relative to multiple attachments to poles of Licensor.

APPENDIX II PROCEDURE FOR PROCESSING MULTIPLE APPLICATIONS

	CASE	FIELD S	URVEY	MAKE-READY WORK				
	DESCRIPTION	REQUIREMENTS	COST ALLOCATION	SCHEDULE	COST ALLOCATION			
Ψ,	Simultaneous Applications.	Determine Make-Ready Work required and estimated cost for two cases: 1. Attachment by a single licensee, 2. Attachment by multiple licensees simultaneously.	Total cost of the Field Survey shared equally by multiple applicants.	Multiple applicants must develop mutually acceptable: 1. Order of pole availability and 2. Overall completion schedule. Where multiple applicants cannot agree within 15 days of receipt of estimate from Licensor, Licensor will complete ALL Make-Ready Work before granting licenses simultaneously to multiple applicants.	Total cost shared by multiple applicants. If only one applicant agrees to its shared portion of total estimated cost, that applicant will be quoted the cost to accommodate attachment by a single licensee.			
2.	Non-Simultaneous Applications - No Field Survey work performed.	Determine Make-Ready Work required and estimated cost for three cases: 1. Attachment by a single licensee, 2. Attachment by multiple licensees simultaneously, 3. Attachment by multiple licensees non-simultaneously.	Total cost of the Field Survey shared equally by multiple applicants.	Ireat initial Applicant as Initial Applicant: Treated as a non-multiple applicant. Additional Applicant: Where a conflict exists, Make-Ready Work will not be performed until licenses have been issued to Initial Applicant.	initial Applicant: Pays for Make-Ready Work required to accommodate a single licensee. Additional Applicant: Pays for Make-Ready Work required to accommodate an additional licensee on pole already occupied by initial Applicant. ON 2: Applicant as Simultaneous			
3.	Non-Simultaneous Applications - Full or partial Field Survey performed.	For balance of Field Survey, determine Make- Ready Work required and estimated cost for three cases: 1. Attachment by a single licensee, 2. Attachment by multiple licensees simultaneously, 3. Attachment by multiple licensees non-simultaneously. For locations already surveyed, resurvey to determine Make-Ready Work required to accommodate Additional Applicant (items 2 and 3 above).	Total cost of the balance of the Field Survey shared equally by multiple applicants. Initial Applicant: Pays for portions of the Field Survey already completed. Additional Applicant: Pays for resurvey to determine Make-Ready Work required to accommodate Additional Applicant.	Treat Initial Applicant as Same as Case 2, Option 1. OPTI Treat Initial and Additional	ON 1: a non-multiple applicant Same as Case 2, Option 1. ON 2: Applicant as Simultaneous cants. Same as Case 1.			

Request 6-5

Request:

Electrics & VZ - For a 36-month period, ending with the most recent data available in 2006, please provide by month the number of applications for attachment received in New Hampshire, segregated into the following categories:

- a) CLECs
- b) CATV
- c) Municipalities
- d) Unregulated affiliates
- e) Other private party attachers

Response:

For 08/2005 – Present: See the attached table identified as Attachment 6-5.

Prior to August of 2005, records responsive to this request were not kept in the normal course of business.

Prepared by or under the supervision of: G. Paul Anundson

Attachment 6-5

Year Received	2005					2006							
Month Received	- 08	09	10	11	12	01	02	03	04	05	06	07	08
Applicant Type	7 00	05	10	_ ''	12	V.	02	00	0.4	00	- 00		L
Telecommunications Service Providers				3					1	1			
Cable Operators	5	1	1	1		1			1	1	1	3	
MM F V PAGE													

Municipalities
Unregulated Affiliates
Other Private Party Attachers

Request 6-6

Request:

Electrics & VZ - For the information provided in Question 6-5, please provide the following additional data:

- a) Both arithmetic mean and median number of days from the submission of an attachment application to a survey response (either license issuance or notification to the applicant of make-ready requirements).
- b) In cases where make-ready is required, the arithmetic mean and median amount of days from the applicant's approval of and payment for make-ready work to actual completion of make-ready work and license issuance.

Response:

National Grid's objection to this request was submitted to Staff Attorney Lynn Fabrizio on July 31, 2006 via electronic mail.

Request 6-7

Request:

Electrics & VZ - Provide, in tabular format, for poles jointly or solely owned, or solely or jointly used, by your company in past ten calendar years from 1996 to 2005 inclusive:

- a) the number of CLECs applying to attach
- b) the number of denials for pole attachments

Response:

For 08/2005 – Present: See the attached table identified as Attachment 6-7.

Prior to August of 2005, records responsive to this request were not kept in the normal course of business.

Attachment 6-7

Year Received Applicant Type	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
Number of Telecommunications Service Providers Applying for Attahcments	*	*	*	*	*	*	*	*	*	2	2
Number of Pole Attachments Denied	*	*	*	*	*	*	*	*	*	0	0

^{* —} Prior to 08/2005, records responsive to this request were not kept in the normal course of business

Request 6-8

Request

Electrics & VZ - For each denial listed in 6-7. b), please provide a summary of the nature of each denial, and the final disposition of the request

Response:

As indicated in Attachment 6-7, National Grid has no record of any such denials.

Prepared by or under the supervision of: G. Paul Anundson

Request 6-9

Request:

Electrics & VZ - Please affirm that your company's written policy governing Third Party Attachment requests and responses is the same written policy provided under Staff 4-6 and Staff 4-9 in a response to questions about municipal attachments. If not, please provide a copy of the written policy your company follows when evaluating and responding to Third Party Attachment requests.

Response:

No. National Grid does not have a written policy governing Third Party Attachment requests. However, National Grid follows the agreement with the Third Party Attacher.

Request 6-10

Request:

Electrics & VZ - Does your company require advance payment from prospective attachers for survey and/or make-ready work?

- a) If so, please describe the reason for requiring advance payment, and the methodology used for the determination of the advance payment amount.
- b) If advance payment is required, please describe whether or not your company reconciles advance payments with actual expenses and whether or not supplemental bills or refunds (as applicable) are sent to prospective attachers.
- c) If a reconciliation of expenses is performed and bills or refunds are sent to prospective attachers, what is the time period for completing this process following completion of the survey or make-ready work?

Response:

Yes.

- a) Advance payment is required to prevent losses that would have to be passed on to our customers. Advance payment is based on estimated cost of the field survey and/or makeready work.
- b) Generally, National Grid does not true up advance payments based on estimated costs to actual costs, whether the actual costs are more or less than the estimated costs. This follows the terms of the aerial license agreements negotiated with each attacher.
- c) N/A.

Prepared by or under the supervision of: G. Paul Anundson

Request 6-11

Request:

Electrics & VZ - When make-ready work is required for Third Party Attachment to a pole, is the prospective attacher charged only for the alterations necessary to accommodate the new attachment?

- a) In the event that a surveyed pole (as is) is not code-compliant, who is assessed the cost of the repair work to bring the pole into compliance?
- b) To whom are charges assessed in the event that a pole must be altered and/or replaced regardless of the prospective attachment?

Response:

Yes.

- a) The party that created the existing non-compliant condition would be assessed the cost of work required to bring the pole into compliance with all existing attachments.
- b) The party that created the existing non-compliant condition would be assessed the cost of work required to bring the pole into compliance with all existing attachments.

Prepared by or under the supervision of: G. Paul Anundson

Request 6-12

Request:

VZ - Please provide a detailed description and summary of the basis of Verizon's attachment fees, make ready costs, engineering costs, and other costs imposed upon non-Verizon users of the pole for attachment purposes.

Response:

Prepared by or under the supervision of:

Request 6-13

Request:

Electrics & VZ - Are survey and/or make-ready charges for new attachments the same for all entities that seek to attach, or do they vary? If there are variations, please explain any differences.

Response:

Yes, they are the same for all entities.

Prepared by or under the supervision of: G. Paul Anundson

Request 6-14

Request:

Electrics & VZ – Does your company charge the same annual rental rates for all entities who wish to attach to poles jointly or solely owned, or jointly or solely used? If not, please explain the differences in charges.

Response:

No. Municipalities are not charged for fire and police signal wire attachments. Historically, some charitable and civic organizations have been allowed to make attachments without charge.

Request 6-15

Request:

Electrics & VZ – Do you allow temporary attachments by licensees when make-ready work is delayed and permanent attachments cannot be made or for any other reason?

Response:

No.

Request 6-16

Request:

Electrics & VZ – Do you use or allow pole boxing, defined as the placing of cable plant in the communications space on both sides of a pole, as part of your construction practices?

Response:

No.

Request 6-17

Req	uest:

Electrics & VZ - If pole boxing is an accepted practice, do you allow licensees to use it?

Response:

No.

Request 6-18

Request:

VZ – Do you place extension arms / standoff brackets as permanent plant with your cable installations to mitigate clearance and separation issues or for any other reasons? Please explain.

Response:

Request:

VZ – Do you allow licensees to place extension arms / standoff brackets as permanent plant to reduce the need to move existing pole attachments, to reduce the need to make pole replacements or for any other reasons?

Response:

Request 6-20

Request:

Electrics - Describe your policy concerning the allowance of (a) All Dielectric Self Supporting (ADSS) fiber cable competitively deployed within the space ordinarily reserved for electric power lines; (b) competitive attachment to low-voltage sole-owned transmission lines; and (c) competitive attachment to high-tension lines.

Response:

- a) See the attached policy identified as Attachment 6-20.
- b-c) National Grid does not understand the distinction made here between "low-voltage soleowned transmission lines" and "high-tension lines." National Grid allows access to all of its lines, regardless of voltage, under similar terms and conditions.



Policy for INSTALLING COMMUNICATIONS CABLES IN THE SUPPLY SPACE

1. Scope

This policy covers the installation of all-dielectric fiber optic (ADFO) communications cables in the supply space of distribution poles with supply line voltages of 34.5 kV or less. This policy covers the cable location on the pole and clearance, installation and worker qualification requirements for these installations.

2. General

NEES retail companies allow the installation of ADFO communications cables in the supply space of distribution poles. Such installations must comply with the requirements detailed below, with the National Electrical Safety Code (NESC) and with any applicable federal, state or local regulations. Based on use, the NESC separates a pole into two distinct spaces with different rules. These are the supply (electric) and communications space. The most important difference between the two spaces lies in the required worker training and equipment. For the safety of communications workers, the NESC creates a separation space (sometimes called the "safety space") between the supply and communications spaces.

Under recent changes in the NESC, a communications cable may be installed in the supply space, but such a cable is considered part of the supply space. This means that the normal separation requirements between supply and communications spaces of 40" at the pole and 30" at any point in the span apply. This also means that workers installing and maintaining this cable must meet the more stringent worker training and equipment requirements for work in the supply space. These requirements come from the NESC, OSHA, and state and local regulations.

Every cable on a pole, regardless of its use, must be in the supply space or in the communications space. The separation space requirements of the NESC have not changed and no cable may be placed in the separation space.

As with the installation of any other cable on a pole, the pole, guy and anchor loading requirements of NEES Distribution Construction Standards and the NESC apply.

In this policy, the words: "shall," "should" and "may" are used to denote practices that are required, recommended and permitted, respectively.

The NEES retail companies reserve the right to amend this policy from time to time at their sole discretion.

3. Approved Installations

Under the NESC, two types of communications cables may be installed in the supply space: all-dielectric fiber optic (ADFO) cables and effectively grounded communications cables. Under this policy, ADFO cable is the only type of communications cable currently approved for installation in the supply space on NEES retail company poles.

An ADFO cable is entirely dielectric or is supported on a messenger that is entirely dielectric. The key distinguishing feature of this type of cable is that the entire cable assembly is dielectric. A cable assembly that contains any metallic component is not considered all-dielectric.

An effectively grounded cable is a communications cable that is supported on a messenger that is effectively grounded throughout its length. In general, NEES retail companies shall not allow the installation of any communications cable with a metallic component in the supply space even if that cable is effectively grounded. This type of installation may be approved by District Engineering based on a review of the specific proposed installation. If a request for this type of installation is received, consult Distribution Standards Engineering for specific applicable requirements.

4. Location on Pole

The NEES retail company shall designate the location on each pole for any communications cables installed in the supply space. In general, this cable shall be the next cable above the existing neutral or secondary cable. Where there are multiple communications cables in the supply space, to the extent practical, this location should be in the same relative position on adjacent poles.

In general, an ADFO cable shall be attached to the pole with a minimum 12" separation, in any direction, from the electric neutral or secondary cables and at least 30" separation from any primary electric supply cable or other energized part. A 12" vertical separation between the ADFO cable and the electric neutral or secondary cables at the pole is preferred. Where this is not possible, the communications cable owner may install an ADFO cable on an offset bracket to obtain a 12" minimum horizontal separation from the neutral or secondary cable. The bracket should be installed immediately above the neutral or secondary cable. Grounding of this bracket is not required.

5. Clearances

The NESC imposes no minimum clearance requirement between an ADFO cable and some classes of cables in the supply space. Specifically, the NESC does not specify clearances between an ADFO cable in the supply space and any other cable in the supply space up to, and including, the 15 kV class. The NESC also does not specify clearances between an ADFO cable and supply cables in the 23 kV or 34.5 kV classes where the cables are owned by the same utility. However, the NESC does specify clearances between an ADFO cable and supply cables in the 23 kV or 34.5 kV classes where the cables are owned by different utilities.

Where the NESC does not specify clearances, maintaining the ability of all parties to safely work on their cables is still a primary concern. Therefore, ADFO cables shall be installed with a minimum 12" separation at the pole, in any direction, from the electric neutral or secondary cables. To allow work on the communications cable without covering the primary electric supply cables or other exposed parts, an ADFO cable in the supply space shall be installed with a minimum 30" separation, in any direction, from any primary cable or other exposed part at the pole.

Where the NESC specifies clearances, at a minimum these clearances shall be followed. This type of installation may be approved by District Engineering based on a review of the specific proposed installation. If a request for this type of installation is received, consult Distribution Standards Engineering for specific applicable requirements.

6. Sags & Tensions

An ADFO cable installed in the supply space should be sagged to approximately match the sag of the existing secondary or neutral cable with both cables at final sag condition at 60°F. The communications cable owner shall provide the NEES retail company with appropriate sag-tension data for the cable used. The communications cable owner shall be responsible for costs associated with the additional space required to accommodate cables that do not follow this recommended practice.

7. Worker Qualifications

The installation, maintenance, modification and removal of cables or equipment in the supply space must be done by workers qualified to work in that space. The communications cable owner shall remind the parties installing their communications cables in the supply space of the requirements of NESC (Part 4) and OSHA (Parts 1910 and 1926), and that various states and localities each impose requirements on employers for the training, qualification, equipment and practices of workers in the supply space. NEES retail companies expect that the communications cable owner will assure compliance with all applicable NESC, OSHA, state and local requirements by the party installing the communications cable in the supply space.

8. Agreements

All communications cables installed on NEES retail company poles by outside parties, whether installed in the communications or supply space, should be covered by an aerial license agreement.

Communications cables installed by NEES retail companies or their affiliates shall be installed in the retail company space on the pole.

9. Procedures

For outside parties, procedures for Field Surveys, Make-Ready Work, approval and licensing of specific attachments are covered in the aerial license agreement.

For communications cable installations by a NEES retail company or an affiliate, field surveys, make-ready work and approval shall be done by the NEES retail company that owns the poles. All costs of this work shall be charged to the NEES company owning the installed communications cable. The NEES company communications cable owner shall be responsible for design, installation and maintenance of the cable.

10. Other Services

NEES retail companies may, by mutual agreement with the communications cable owner, provide installation or maintenance services. Attaching to NEES retail company poles shall not be conditional on contracting for any additional services from any NEES company. Nor shall a party contracting additional services get preferential treatment in obtaining pole attachments.

Request 6-21

Request:

Electrics & VZ - Regarding the order of attachments on poles:

- a) What is the order of attachments in the telecommunications space from the top down?
- b) Is it the same on all poles?
- c) If not, what determines the order for any given pole?

Response:

- a) Because of the order of development of systems, the order of attachments in the communications space (as that term is defined in the NESC) from top to bottom is municipal fire alarm, cable television and telephone.
- b) In a particular run of poles, for example down a street, National Grid attempts to keep all attachments in the same order as they go from one pole to the next to prevent mid-span crossing of wires.
- c) The order of attachments is generally determined by the order of development of the systems. Generally, new attachments go above existing communications wires as the next available space in which the attachment can be kept in the same relative location in a run of poles.

Request 6-22

Request:

Electrics & VZ - Define "make-ready" work in reference to Third Party Attachments.

Response:

"Make-Ready Work" means the work required to accommodate Licensee's Attachments on Licensor's pole or poles, including rearrangement and/or transfer of existing facilities on a pole, replacement of a pole or any other changes required to accommodate Licensee's Attachments on Licensor's pole or poles.

Request 6-23

Request:

Electrics & VZ - Describe the survey process and what occurs between the time of application and the creation of a survey response.

Response:

Upon receipt of the Third Party Attachment application, a field review of the proposed poles and attachments is performed by each of the joint owners and the applicant. This field review includes field measurements, and a review of clearances and pole loading and guying. Agreement is reached between the joint owners and the applicant on the scope of any required make-ready work. If no make-ready work is required, a license is issued for the pole attachment(s). If make-ready work is required, an estimate is prepared for the cost of make-ready to be performed by National Grid.

Request 6-24

Request:

Electrics & VZ - Please describe the number, location and type of personnel in your company assigned to work on Third-Party Attachment applications, surveys, engineering, make-ready and related issues for poles located in New Hampshire. Describe the training and professional qualifications of said personnel, including any certifications or licenses required or maintained. Additionally, describe the qualifications of the personnel involved in the survey and make-ready process.

Response:

National Grid typically utilizes contractors for Third Party surveys, engineering and in some cases for the make-ready work. Many of these contractors are former National Grid employees. Their qualifications, at a minimum, are that they must be familiar with the NESC and all National Grid construction standards. National Grid primarily uses its own employees for make-ready work and related issues. The number and location of personnel assigned to this type of work varies depending upon project need.

Request 6-25

Request:

Electrics & VZ - Does your company utilize independent sub-contractors for any portion of the Third Party Attachment process in New Hampshire, or have you done so in the past? If so, please describe in detail the sub-contractors used, their tasks, and their qualifications.

Response:

National Grid does utilize contractors for the Third Party Attachment process. Contractors are used to do the pole surveys. Their qualifications, at a minimum, are that they must be familiar with the NESC and all National Grid construction standards. Contractors are also utilized to write the work request. These contractors must be trained in National Grid's construction standards and in the work management system that National Grid uses.

Request 6-26

Request:

Electrics & VZ - Describe the manner in which you track Third Party Attachments placed upon poles in New Hampshire. Provide copies of reports from your records for sample poles containing at least a CATV and two Third Party Attachers (pole location and attachers' names may be redacted) that demonstrate your company's internal record-keeping for tracking pending and granted licenses.

Response:

Please see National Grid's response to Request 3-15.

Request 6-27

Request:

Electrics & VZ - Describe the processes that exist to resolve attachment disputes with Third Party Attachers. To the extent that processes exist describe those used to resolve attachment disputes between two third party attachers.

Response:

National Grid's process for resolving attachment disputes is included in Article 20 to the Aerial License Agreements signed by a prospective third party attacher. An excerpt of this Article 20 is attached as Attachment 6-27.

Attachment 6-27

20.0 DISPUTE RESOLUTION

- 20.1 Any dispute between Licensor and Licensee involving rights, obligations or service under this Agreement shall be referred to a senior representative of Licensor designated by Licensor and a senior representative of Licensee designated by Licensee for resolution on an informal basis as promptly as practicable. In the event the designated senior representatives are unable to resolve the dispute within thirty (30) days, or such other period as the parties may jointly agree upon, such dispute may be submitted to non-binding arbitration and resolved in accordance with the arbitration procedure set forth herein if Licensor and Licensee jointly agree. If they do not agree, such dispute shall be presented promptly to the regulatory agency or a court of appropriate jurisdiction, but in no event more than sixty (60) days after rejecting arbitration.
- The arbitration shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Licensor and Licensee shall each choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to act as chairman of the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric distribution issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrator(s) shall afford each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. There shall be no formal discovery conducted in connection with the arbitration; however, the parties shall exchange witness lists and copies of any exhibits that they intend to utilize in their direct presentations at any hearing before the arbitrator(s) at least ten (10) days prior to such hearing, along with any other information or documents specifically requested by the arbitrator(s) prior to the hearing. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of his, her, or their appointment and shall notify the parties in writing of such decision and the reasons therefor, and shall make an award apportioning the payment of the costs and expenses of arbitration among the parties; provided, however, that each party shall bear the costs and expenses of its own attorneys, expert witnesses and consultants. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any of the above in any manner.
- 20.3 Referral of any matter to arbitration shall be without prejudice to the parties to avail themselves of all other remedies available under law or pursuant to the terms of this Agreement.
- 20.4 Performance by the parties under the terms of this Agreement shall not be interrupted or delayed during any arbitration except on the written agreement of the parties.

Request 6-28

Request	R	eq	ue	st
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CLECs – Is it your experience that utilities require telecommunications and cable television pole attachers to remove or rearrange their wires without at least 60 days prior written notice, absent an emergency situation for which advance written notice is impractical?

Response:

Request 6-29

Request:

Electrics & VZ – When doing a survey on existing poles for new attachments:

- a) Will you replace a pole on which insufficient space exists to allow an attachment with a pole tall enough to accommodate an applicant's facilities?
- b) In general, do you find that a majority of your existing poles are capable of accommodating additional telecommunications attachments without needing replacement?
- c) Please describe any circumstances when a pole attacher will be told that the owners cannot make a space on a given pole, or replace that pole, to accommodate the attacher's equipment.

Response:

- a) Although National Grid is not required under federal law to do so, we normally agree to replace poles, at the applicant's expense, on which insufficient space exists to allow an attachment with a pole tall enough to accommodate an applicant's facilities.
- b) Yes.
- c) Some examples, but not a complete list, of circumstances when an applicant will be told that the owners cannot make a space on a given pole, or replace that pole, to accommodate the applicant's equipment include cases where accommodating the applicant's equipment would require a pole that is: i) taller than would be allowed by local regulations or by the pole permit, ii) taller than would be allowed by federal airspace regulations or by the airspace permit, or iii) taller than can be reasonably worked using the pole owner's existing construction equipment.

Request 6-30

Request:

Electrics & VZ - What is your policy or practice for removing equipment that is no longer needed from poles? Please provide any written policy or guidelines.

Response:

National Grid does not have a written policy or guideline for removing equipment that is no longer needed on the poles. In general, when a National Grid engineer or a representative of National Grid identifies equipment on a pole or structure that is no longer needed, a work request will be written to remove the equipment and will be entered in the scheduling queue.

Request 6-31

Request:

Municipalities - Do you claim any right to regulate Third Party Attachments to utility poles? If so, please describe your authority and how it is presently exercised. Provide copies of any policy or procedure manuals, ordinances or local regulations concerning competitive pole attachments.

Response:

Request 6-32

Request:

Municipalities - Do you deploy your own municipal communications services (e.g., private line networking)?

- a) If so, please describe whether it is for your entity's own exclusive use or available for use by third parties.
- b) If available to third parties, must those parties be non-profit, governmental, quasigovernmental, educational or charitable entities?

Response:

Request 6-33

Request:

Electrics & VZ - Does Verizon Wireless own poles jointly or solely in the State of New Hampshire? If so, please provide a summary of all poles owned by Verizon Wireless in the State, based on size and class and reconciled to the total number of poles.

Response:

National Grid does not own any poles jointly with Verizon Wireless in the State of New Hampshire. National Grid has no knowledge about whether, in the State of New Hampshire, Verizon Wireless owns poles solely or jointly with others.

Request 6-34

Request:

VZ - Do you attach your telecommunications equipment and the equipment for fiber to the premises used in Verizon's FiOS (Fiber Optic System) product to poles in the communications space or in other space on the poles? Is this fiber over-lashed to any current attachments? Please provide details concerning how and where FIOS fiber cable is installed on a pole.

Response:

Request 6-35

Request:

VZ - Do you calculate attachment fees, survey and make-ready charges for Verizon's fiber to the premises installations on poles you solely or jointly own or solely or jointly use? If yes, is that method of calculation different from the method used to calculate fees for non-Verizon entities wishing to attach to poles?

Response:

Request 6-36

Request:

VZ - Does Verizon or a Verizon affiliate pay application, survey, make-ready, licensing and/or rental fees for FiOS attachments? If so, please specify each type of fee and the amount paid. Please identify the specific accounts to which this revenue is recorded. Is all of this revenue booked above-the-line, or is any portion of it booked below-the-line? If any is booked below-the-line, please explain.

Response: